

# ***APPENDIX F***

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## ***CITY OF GALT LETTER OF INTENT AND MEMORANDUM OF UNDERSTANDING***



May 6, 2015

Raymond Hitchcock  
Tribal Chairperson  
9728 Kent Street  
Elk Grove, California 95624

Re: Letter of Intent Regarding Services and Mitigation

Dear Chairperson Hitchcock:

This Letter of Intent is by and between the City of Galt ("City") and Wilton Rancheria ("Tribe"), a federally-recognized Native American Tribe. The Tribe has filed an application with the Bureau of Indian Affairs, US Department of Interior, requesting that land located in an unincorporated portion of south Sacramento County near the City and within the City's Sphere of Influence be taken into trust for gaming purposes. The City and the Tribe are attempting in good faith to negotiate an agreement or agreements regarding the provision of certain services to the proposed gaming facilities, the mitigation of impacts relating to the gaming facilities, and possibly, other topics yet to be determined.

The purpose of this Letter of Intent is to set forth the intention of the City and Tribe to work in good faith to negotiate such agreement or agreements as described above. The parties are exploring the provision of various services by the City to the gaming facilities in exchange for consideration to be paid by the Tribe. In addition, the parties desire to address the impacts of the gaming facilities to the City and the mitigation that will be offered by the Tribe to address those impacts.

The City and Tribe recognize that the successful negotiation of an agreement or agreements relating to the topics discussed in this Letter of Intent will require a significant exchange of information, further consultation, and required approvals. To facilitate timely negotiations, given the City's limited resources, the Tribe will reimburse the City for certain costs and expenses incurred pursuant to the terms of a memorandum of understanding.

Raymond Hitchcock, Tribal Chairperson

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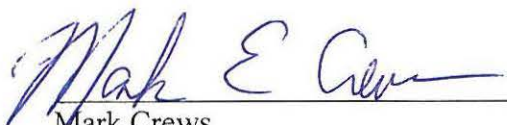
May 6, 2015

The parties execute this Letter of Intent as evidence of their intentions to proceed in good faith to complete the work required and negotiate the terms of an agreement or agreements, consistent with this Letter of Intent.

The parties acknowledge that this Letter of Intent does not commit the City to any particular project or course of action and recognize that terms and conditions for the provision of services and/or mitigation of impacts will be subject to subsequent discretionary City action, following conduct of all legally required procedures, including actions as required by the California Environmental Quality Act.

Sincerely,

CITY OF GALT



Mark Crews  
Mayor

May 6, 2015

**ACCEPTED AND AGREED TO:**

WILTON RANCHERIA



Raymond Hitchcock  
Chairperson

May 06, 2015

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING THE NEGOTIATING PROCESS**

THIS MEMORANDUM OF AGREEMENT REGARDING THE NEGOTIATING PROCESS (“**MOU**”) is made and entered into as of May 5, 2015, by and between the CITY OF GALT, a California municipal corporation (“**City**”), and the WILTON RANCHERIA, a federally-recognized Native American Tribe (“**Tribe**”).

**1. Purpose.**

The Tribe, which is a governmental entity with responsibility for the health and general welfare of its people, has filed an application with the Bureau of Indian Affairs, U.S. Department of Interior, requesting that 282 acres located within the City of Galt Sphere of Influence Area be taken into trust for gaming purposes. The City and the Tribe intend to establish a cooperative and government-to-government relationship regarding potential off-trust impacts of development of the proposed project on the trust site, and have commenced the process of negotiating a formal agreement to establish this relationship. In order to assist the City in engaging in this process, City has requested and Tribe desires to provide financial assistance to the City for the eligible costs associated with dedicating staff time and retaining consultants.

**2. Eligible Costs.**

- a. Pursuant to the reimbursement process outlined in Section 3, the Tribe agrees to pay fees, costs, and expenses incurred by the City in review of the environmental documents and negotiation of the formal agreement between the City and Tribe regarding potential off-trust impacts of development of the proposed project on the trust site and the potential provision of various services by the City to the Tribe
- b. The City agrees that it shall obtain outside consultants to assist in review of the environmental documents and negotiation of a formal agreement with the Tribe only in the event that the City reasonably believes that: (i) the Consultant is necessary for expediting review of environmental documents related to the proposed project; (ii) the Consultant is necessary due to the City’s own lack of expertise regarding any individual environmental or mitigation issue; or (iii) the Consultant is necessary to address specific areas of concern to the City that arise during its review of environmental documents related to the proposed project or in negotiating a formal agreement with the Tribe.

### **3. Reimbursement Process.**

The process for the reimbursement of costs shall be as follows:

- a. City shall obtain a written scope of work or services and estimate of costs from consultants that City deems it necessary to retain.
- b. City will provide Tribe with the scope of work or services and estimated costs provided by consultants, prior to the commencement of work or services. If Tribe has any questions or concerns regarding such information, Tribe shall communicate such questions or concerns, if any, to City within seven (7) days. If Tribe has any questions or concerns that cannot be easily addressed via email or a phone call, the parties shall meet to work out the issues prior to consultant commencing work.
- c. City will provide Tribe with copies of invoices received from consultants. If the actual cost of consultants exceeds the estimated costs, City will confer with Tribe prior to payment.
- d. Any amendments to the scope of work or services and estimated costs of consultants shall be provided to Tribe, in the same manner as described in 2b above.
- e. City staff costs will be reimbursed as a percentage of consultant costs for those matters for which the services of a consultant are utilized. The amount of fifteen percent (15%) of consultant costs will be added to cover a portion of City staff costs.
- f. City staff costs will be reimbursed at the hourly rate for staff utilized for those matters for which the services of a consultant are not utilized.
- g. The consultants identified in Exhibit A, attached hereto and incorporated herein by reference, were retained prior to execution of this MOU. Tribe has been provided with a scope of work and estimate of costs for such consultants, and for City staff review of the Administrative Draft EIS, and agrees to reimburse City for such costs, plus staff costs as applicable, as set forth in Exhibit A.

### **4. Deposit and Payment.**

The process for the deposit and payment of funds shall be as follows:

- a. Deposit. Upon Tribe's signature to this MOU, Tribe shall deposit with City the sum of Fifty Thousand Dollars (\$50,000) ("**Deposit**"). The Deposit shall be held by City in a non-interest bearing account.
- b. Payment. The City shall pay consultant invoices and transfer funds to cover City staff costs from such Deposit.
- c. Deposit Replenishment. Tribe shall replenish the amount of the Deposit to the original amount of Fifty Thousand Dollars (\$50,000) when such funds are reduced to

Fifteen Thousand Dollars (\$15,000) or less, as shown by the invoices. If the amount of any unpaid invoice(s) exceeds the remaining funds on Deposit, City shall notify the Tribe, so that Tribe may take this amount in consideration when replenishing the Deposit.

**5. Termination.**

Either party may terminate this MOU by providing thirty (30) calendar days prior written notice to the other party. Tribe shall pay all consultant costs plus staff costs incurred prior to notice of termination. Any funds held on Deposit by City shall be returned to Tribe, after payment of such costs.

**6. Notices.**

All notices hereunder shall be in writing and given either by personal delivery thereof to the party to be notified or by deposit in the United States mail, in a sealed envelope, postage prepaid. Service by mail shall be deemed to have been completed at the time of deposit in the post office. Notices shall be addressed to the applicable party's address as set forth below, or to such other place as the applicable party may designate in a written notice given to the other party.

City:

City of Galt  
380 Civic Drive  
Galt, CA 95632  
Attention: City Manager  
Telephone No. (209) 366-7100

Tribe:

Wilton Rancheria  
9728 Kent Street  
Elk Grove, CA 95624  
Attention: Tribal Chairman  
Telephone No. (916) 683-6000

**7. Miscellaneous.**

This MOU, along with the simultaneously executed Letter of Intent between the City and the tribe, constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this MOU shall be in writing and signed by both parties. This MOU is made and entered into in the State of California and, to the extent permitted by applicable law, shall be interpreted, construed and enforced in accordance with the laws of the State of California. In the event that an action or proceeding is brought by either party hereunder, the parties agree that venue of such action is exclusively in a state court in Sacramento, California.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding Regarding the Negotiating Process as of the date and year first written above.

**TRIBE:**

WILTON RANCHERIA, a federally-recognized Tribe

By:

  
Raymond Hitchcock, Chairperson

**CITY:**

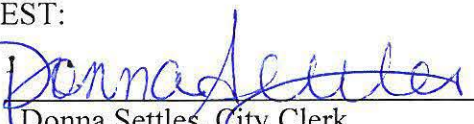
CITY OF GALT, a California municipal corporation

By:

  
Jason Behrmann, City Manager

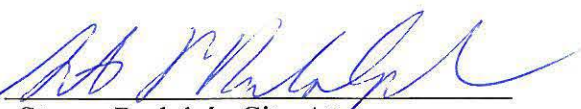
**ATTEST:**

By:

  
Donna Settles, City Clerk

**APPROVED AS TO FORM:**

By:

  
Steven Rudolph, City Attorney

By:

  
Rose Weckenmann, Tribal Attorney



**EXHIBIT A TO MOU REGARDING THE NEGOTIATING PROCESS**

**WILTON RANCHERIA / CITY OF GALT**

**COST REIMBURSEMENT CHART - EIS ADMINISTRATIVE DRAFT REVIEW**

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	<b>Consultant Name</b>	<b>Scope</b>	<b>Estimate</b>	<b>City Staff 15%</b>	<b>Sent to Tribe</b>
<b>1</b>	Raney Planning Management	Planning	20 hrs @ \$160 = \$3,200	\$480	3/19/15
<b>2</b>	Goodwin Consulting	Financial	16 hrs @ \$260 = \$4,160	\$624	3/19/15
<b>3</b>	West Yost Associates	Drainage	Various rates = \$6,000	\$900	3/19/15
<b>4</b>	City Staff – Traffic	Traffic	25 hrs @ \$118 = \$2,950	\$00	3/19/15
<b>5</b>	City Staff – Water and Wastewater	Water / Wastewater	30 hrs @ \$118 = \$3540	\$00	3/19/15
<b>6</b>	Burke Williams & Sorenson	Legal	15 hrs @ \$325 = \$4,875	\$731	3/19/15
	<b>TOTAL</b>		<b>\$24,725</b>	<b>\$2,735</b>	<b>3/19/15</b>